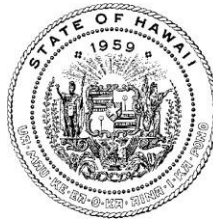




Release Date: March 4, 2022

**REQUEST FOR PROPOSALS
RFP NO. 22-04
for
EVALUATION OF SELECTED 2022 AND 2023 FESTIVAL AND EVENTS**



**STATE OF HAWAII
HAWAII TOURISM AUTHORITY
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT & TOURISM**

**DEADLINE FOR RECEIPT OF PROPOSALS:
4:30 PM (HST) on
April 6, 2022**

By the Hawai'i Tourism Authority, 1801 Kalākaua Avenue, Hawai'i Convention Center, First Level, Honolulu, Hawai'i 96815. Electronic submissions only. No physical submissions or physical deliveries accepted. Direct any questions relating to this solicitation to Contracts & Procurement, (808) 973-2255, or email to contracting@gohta.net. Email strongly preferred.

Keith Regan
Procurement Officer/Chief Administrative Officer
Hawai'i Tourism Authority

RFP 22-04
EVALUATION OF SELECTED 2022 AND 2023 FESTIVAL & EVENTS

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SECTION 1 – INTRODUCTION, TERMS & ACRONYMS, KEY DATES

Section 1 Outline

- 1.01 Introduction**
- 1.02 RFP & Associated Attachments**
- 1.03 Cancellation**
- 1.04 Procurement Officer**
- 1.05 Terms & Acronyms**
- 1.06 Procurement Timeline**
- 1.07 Intent to Apply – Required**
- 1.08 Submission of Questions**
- 1.09 Protest of RFP Content**
- 1.10 Website Reference**

1.01 Introduction

The Hawai‘i Tourism Authority, an agency of the State of Hawai‘i, hereinafter referred to as the "Authority" or "HTA," is issuing this request for proposals (RFP) to seek a qualified contractor to evaluate festivals and events sponsored by the HTA for Selected 2022 and 2023 Festival and Events.

At the start of 2020, HTA introduced a six-year strategic plan to guide the vision and the responsibilities in support of Hawai‘i tourism through 2025. HTA has been reorganized around four interacting "Pillars" (Natural Resources, Hawaiian Culture, Community and Brand Marketing) supported by research and other administrative functions.

Interested parties must submit an Intent to Apply before the deadline as stated in Section 1.07 of this RFP, RFP 22-04. At the conclusion of the RFP process, the successful applicant will be responsible for conducting an Evaluation of Selected 2022 and 2023 Festivals and Events. The successful applicant shall be an independent contractor and shall furnish all management, supervisions, labor, and any or all other services, as required by the HTA. It is the goal of the HTA to have an executed contract with the successful applicant on or around May 2, 2022.

1.02 RFP & Associated Attachments

This solicitation, and all of its associated attachments, can be downloaded from the State Procurement Office, Hawai‘i Awards & Notices Data System (HANDS), Bidding Opportunities webpage at <https://hands.ehawaii.gov/hands/opportunities>, or from the RFP page of the HTA website at <https://www.hawaiitourismauthority.org/rfps/>.

1.03 Cancellation

HTA reserves the right to cancel all or any component of this RFP at any time. HTA assumes no responsibility and bears no liability for costs incurred by an offeror in the preparation and submittal of proposals in response to this RFP.

1.04 Procurement Officer

The HTA's primary point-of-contact is the Procurement Officer identified at the beginning of this RFP. The Procurement Officer serves as the arbitrator and referee for this RFP. The Procurement Officer does not serve as a voting member of the evaluation committee.

Offerors should only communicate with, and rely on information from, the Contracts & Procurement Office of the HTA, identified on the cover page of this RFP. HTA is not responsible for misinformation provided by anyone outside the Procurement Office. Please use email when communicating with the Procurement Office.

Your point-of-contact will change once the contract is executed. The HTA's Director of Planning will be overseeing this contract.

1.05 Terms & Acronyms

Authority	-	The Hawai'i Tourism Authority. Also referred to as "HTA".
BAFO	-	Best and Final Offer
Board	-	Board of Directors of the Hawai'i Tourism Authority.
CPO	-	Chief Procurement Officer. Operated out of the State Procurement Office.
CVC	-	Certificate of Vendor Compliance. A single document that shows compliance with the IRS, DLIR, DCCA, and DOTAX. All four approvals are required in order to contract with the State.
DAGS	-	Hawai'i Department of Accounting and General Services
DBEDT	-	Hawai'i Department of Business, Economic Development, and Tourism
DCCA	-	Department of Commerce and Consumer Affairs. One of the four agencies requiring compliance for the CVC.
DLIR	-	Department of Labor & Industrial Relations. One of the four agencies requiring compliance for the CVC.
DOTAX	-	Hawai'i Department of Taxation. One of the four agencies requiring compliance for the CVC.
GC	-	General Conditions. Rules enacted by the Hawai'i Attorney General's Office.
HANDS	-	Hawai'i Awards & Notices Data System
HAR	-	Hawai'i Administrative Rules. State rules outlining procedures for applying statute.
HCE	-	Hawai'i Compliance Express. An electronic system for contractors to get the documents and approvals necessary for the CVC.

- HOPA – Head of Purchasing Agency. Operated out of the Hawai'i Department of Business, Economic Development & Tourism (DBEDT).
- HRS – Hawai'i Revised Statutes. State law governing, among other things, the powers of and limitations on the HTA.
- HTA – Hawai'i Tourism Authority. Also referred to as "HTA" or "Authority".
- IRS – Internal Revenue Service. One of the four agencies requiring compliance for the CVC.
- OIP – Hawai'i Office of Information Practices
- PO – Procurement Officer. The contracting officer for the HTA.
- RFP – Request for Proposal
- SPO – Hawai'i State Procurement Office
- State – The State of Hawai'i, including each department and political subdivision.

1.06 Procurement Timeline

The Procurement Timeline represents the HTA's best estimates. Dates may be subject to change. All times indicated are Hawai'i Standard Time (HST). Any change to the Procurement Timeline shall be issued in an addendum.

RFP 22-04 Evaluation of Selected 2022 and 2023 Festival & Events	
ACTIVITIES	SCHEDULED DATE
Release of Request for Proposals	March 4, 2022
Deadline to Submit Intent to Apply	March 11, 2022
Deadline to Submit Written Questions	March 18, 2022
State's Response to Written Questions	March 23, 2022 at 4:30 p.m. HST
Proposal Due Date/Time	April 6, 2022, 4:30 p.m. HST
Finalists Selected and Notified	Week of April 11, 2022
Finalist Oral Presentations, if needed	Week of April 18, 2022
Notice of Award Selection or Non-selection	Week of April 25, 2022
Start of Contract Period	May 4, 2022
End of Contract Performance	November 30, 2023
End of 1-Year Option if Exercised	November 30, 2024
End of 2-Year Option if Exercised	November 30, 2025
End of 3-Year Option if Exercised	November 30, 2026

1.07 Intent to Apply - Required

Registration is required to submit a proposal. Failure to register will result in rejection of your proposal.

By registering your company, any applicable Addenda will be sent to you. If you are interested in responding to this solicitation, please email the information specified below to contracting@gohta.net no later than **March 11, 2022**.

- Name of Company
- Name of Contact Person
- Email Address
- Company Address
- Telephone Number
- Solicitation (RFP) Number

1.08 Submission of Questions

Any questions or concerns regarding the RFP should be submitted in writing prior to the deadline for written questions noted in the Procurement Timeline.

- a) Offerors are asked to submit questions to contracting@gohta.net in an editable format such as a Word document or in the email itself, not in PDF. Each question should cite the page/section/paragraph number that is the source of the question.
- b) HTA reserves the right to combine questions, reword questions for relevance, or disregard questions altogether.

1.09 Protest of RFP Content

Protests of RFP content must be received prior to the proposal due date. Offerors are encouraged to raise any concerns by the deadline for submission of written questions, or as soon as possible.

1.10 Website Reference

Item	Website
HTA RFP Website	http://www.hawaii tourism authority.org/RFPs
Hawai'i Tourism Authority Website	www.hawaii tourism authority.org
HTA Five-Year Strategic Plan	https://hawaii tourism authority.org/who-we-are/our-strategic-plan/
HTA Programs	https://www.hawaii tourism authority.org/what-we-do/
HTA Research	https://www.hawaii tourism authority.org/research/
Hawai'i Compliance Express (Certificate of Vendor Compliance)	https://vendors.ehawaii.gov
eHawaii.gov YouTube Channel	https://www.youtube.com/user/eHawaii gov 1/videos
Hawai'i State General Conditions	https://hiepro.ehawaii.gov/static-resources/103D-1%20General%20Conditions.pdf
Chapter 201B HRS. HTA's inception statute.	https://www.capitol.hawaii.gov/hrscurrent/vol04_ch0201-0257/HRS0201B/HRS_0201B-.htm

SECTION 2 – BACKGROUND & SCOPE OF WORK

Section 2 Outline:

- 2.01 Project Overview & History**
- 2.02 Scope of Work**
- 2.03 Objective**
- 2.04 HTA Responsibilities**
- 2.05 Contract Administrator**
- 2.06 Compensation**
- 2.07 Term of Contract**

2.01 Project Overview & History

The HTA is a state agency established under 201B Hawai'i Revised Statutes to manage tourism for the State. The HTA is administratively attached to the Department of Business Economic Development and Tourism (DBEDT). The HTA's powers and responsibilities include coordinating with global marketing contractors, visitor industry partners, travel trade, MCI partners, and community stakeholders to ensure that destination marketing and communications are in line with Hawai'i's unique and distinctive products, including natural resources, Hawaiian culture, and Hawai'i's multi-ethnic culture.

In addition, the HTA creates, manages and supports the development of unique tourism experiences such as community and cultural festivals, sporting events, natural resources, community and cultural programs. The HTA also evaluates its programs to their impacts and return on investment of public funds.

Consistent with the HTA's Strategic Plan approved in January 2020, the Evaluation of Selected 2022 and 2023 Festivals and Events in is focused on the following HTA strategies:

Brand Experience

- Support quality signature experiences to highlight the unique Hawaiian Islands;
- Utilize research to guide and refine brand experience work and funding; and
- Develop new experiences and products.

Tourism Research

- Implement research programs to assess and evaluate marketing and brand experience return on investment (ROI).

2.02 Scope of Work

The CONTRACTOR shall perform and provide, in a satisfactory and proper manner as determined by the STATE, all goods and services listed as follows, and as may be further described in the proposed Evaluation of Selected 2022 and 2023 Festivals and Events, including but not limited to the following project management and professional services.

Under the supervision of, and in collaboration with the HTA Director of Planning and the HTA staff, the successful contractor shall provide the HTA with the following services:

- Work with HTA staff to identify key measures.
- Assemble and estimate event attendance. Depending on the event, turnstile counts or ticket sales may be available.
- Gather visitor expenditure data, visitor profiles, and other key indicator data from event attendees.
- Gather organizational spend.
- Create an impact model.
- Prepare a report describing the findings and report the ROI or cost/benefit for 30 HTA sponsored events. Below is a sample listing of HTA sponsored events. HTA will work with the Contractor on the finalized list.

Event Name	Date of the Event	Island
Hawai'i Triennial 2022, Pacific Century – E ho'omau o Moananuiākea	February through May 2022	O'ahu
Volunteer Week Hawaii 2022	April 2022	All islands
2022 Merrie Monarch Festival Broadcast	April 2022	Hawai'i Island
Hawaiian Airlines May Day 2022, presented by The Hawaiian Islands	May 2022	O'ahu
2022 Duke's OceanFest	May 2022	O'ahu
2022 Statewide King Kamehameha Celebrations	June 2022	O'ahu, Hawai'i Island, Maui, Kaua'i
Hawai'i Performing Arts Festival	June 2022	Hawai'i Island
2022 Queen Lili'uokalani Outrigger Races	August 2022	Hawai'i Island
Aloha Festivals	September 2022	O'ahu
Hawai'i Food and Wine Festival	October 2022	O'ahu, Hawai'i Island, Maui
2022 Kaua'i Chocolate & Coffee Festival	October 2022	Kaua'i
42nd Annual Hawai'i International Film Festival	November 2022	O'ahu,
51th Annual Kona Coffee Cultural Festival	November 2022	Hawai'i Island
Diamondhead Classic	December 2022	O'ahu
Sentry Tournament of Champions	January 5 - 8, 2023	Maui
Sony Open	January 12- 15, 2023	O'ahu
Mitsubishi Electric Championship	January 19 - 21, 2023	Hawai'i

Lei Day Celebration	January-April 2022 - Workshops March 5, 2022- Lei Court Selection Event May 1, 2022- Annual Lei Day Celebration May 2, 2022- Closing Ceremony	O'ahu
Steel Guitar Festivals and Showcases	TBD	Statewide

- Prepare and submit a preliminary report 30 days after each event and a final report that will be due within 60 days of the event taking place. The reports should include a list of data successfully collected and economic and social impacts for each event.
- Be available throughout the term of the contract to explain research findings.
- Suggested Components of Event Impact:
 - Visitation Impact
 - Overseas visitations (visitor arrivals to Hawai'i)
 - New money spent in a destination
 - Visitors and entourage
 - Length of stay, dollars per person per day
 - Main purpose of visit
 - Organization/Corporate Impact
 - Organizational spend
 - Participants
 - Officials
 - Media
 - VIP
 - Corporate spend
 - Economic Impact calculations (see: The State of Hawai'i Input-Output Study: http://dbedt.hawaii.gov/economic/reports_studies/2012-io/).
 - Direct expenditures
 - Sales
 - Jobs supported
 - Taxes generated
 - State and County
 - ROI
 - Media and Marketing Impacts
 - Media value of any broadcast, PR, Social Media, TV, online streaming, radio
 - Reach
 - Destination exposure
 - Messaging effectiveness
 - Community Impacts
 - Increased civic pride, support of tourism

- Costs from disruptions or congestion
- Event Evaluation
- Satisfaction
- Experience value

The contractor should also use data routinely collected by the HTA and DBEDT's Tourism Research Branch. For more information, please visit: <http://www.hawaiitourismauthority.org/research/>.

2.03 Objective

The primary goal of the Evaluation of Selected 2022 and 2023 Festivals and Events RFP is to evaluate the success of twenty-five (25) festivals and events sponsored by the HTA. This evaluation ensures that the HTA has the third-party data which will allow review of social, economic and marketing impacts of HTA's investment.

Consistent with the HTA's Strategic Plan approved in January 2020, the Evaluation of Selected 2022 and 2023 Festivals and Events is focused on the following HTA strategies:

Brand Experience

- Support quality signature experiences to highlight the unique Hawaiian Islands;
- Utilize research to guide and refine brand experience work and funding; and
- Develop new experiences and products.

Tourism Research

- Implement research programs to assess and evaluate marketing and brand experience return on investment (ROI).

2.04 HTA Responsibilities

HTA Staff. The HTA shall appoint a designated officer or employee(s) to serve as the HTA Program Manager and HTA Contracting Officer. Unless otherwise noted herein, any consent or approval required by the HTA under contract resulting from this RFP shall be obtained from the HTA President & CEO or designee of HTA.

2.05 Contract Administrator

The resulting contract will be administered out of the Planning Office of the Hawai'i Tourism Authority by the Director of Planning.

Any questions regarding this RFP should be directed to the Procurement Officer identified at the beginning of this RFP. Please do not reach out to the Planning Office. The HTA is not responsible for any information or misinformation offered outside of the HTA Procurement Office.

2.06 Compensation

This will be a Fixed-Price contract, inclusive of all taxes and expenses, for an amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (USD \$300,000.00)**, for the Evaluation of Selected 2022 and 2023 Festivals and Events. The fixed price is inclusive of all aspects of the contract, including all expenses directly related to the scope of work, as well as all expenses not directly related to the scope of work such as the required insurance coverage.

2.07 Term of Contract

The contract period is for eighteen (18) months, May 1, 2022 to November 30, 2023. This contract will have three (3) eighteen (18) month options to extend. This contract is subject to the availability of funds.

When the best interests of the State so require, the State may issue a stop work order, termination for default, or termination for convenience. Please see the attached General Conditions for details.

SECTION 3 – PROPOSAL FORMAT & CONTENT

Section 3 Outline:

- 3.01 Offeror’s Authority to Submit an Offer**
- 3.02 Required Review**
- 3.03 Proposal Preparation Costs**
- 3.04 Tax Liability**
- 3.05 Property of State, Public Records and Public Disclosure**
- 3.06 Confidential Information**
- 3.07 Requests for Exceptions**
- 3.08 Format**
- 3.09 Submission Content List**
- 3.10 Proposal Contents: Cover Page, Table of Contents, Cover Letter**
- 3.11 Proposal Contents: Organizational Capacity**
- 3.12 Proposal Contents: Relevant Professional Experience**
- 3.13 Attachment: Form SPO-021 Standard Qualifications Questionnaire**
- 3.14 Proposal Contents: Evaluation of Selected 2022 and 2023 Festivals & Events**
- 3.15 Attachment: Organizational Conflicts of Interest & Attestation**
- 3.16 Attachment: Certificate of Vendor Compliance**
- 3.17 Submission of Proposals**
- 3.18 Receipt of Proposals**

3.01 Offeror’s Authority to Submit an Offer

The State will not participate in determinations regarding an offeror’s authority to sell a product or service. If there is a question or doubt regarding an offeror’s right or ability to obtain and sell a product or service, the offeror shall resolve that question prior to submitting an offer.

3.02 Required Review

Each offeror is solely responsible for reviewing this RFP and any attachments, addenda, and other relevant documents. Offeror must also become familiar with any and all relevant state, local, and federal laws, statutes, ordinances, rules, and regulations that may in any way affect cost, progress, or performance of the work required.

Offeror is responsible for notifying the procurement officer identified at the beginning of this RFP of any defects and questionable or objectionable items in the RFP prior to the deadline for written questions noted in the Procurement Timeline. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum.

3.03 Proposal Preparation Costs

Each offeror is solely responsible for all expenses incurred for the preparation of the proposal and any expenses related to the evaluation process. This includes, but is not

limited to, development and submission of the proposal and subsequent responses to HTA requests for more information, and participation in any pre-award oral presentation, including, but not limited to, travel and lodging expenses if any. An offeror shall not bill the HTA for any costs or expenses associated with its response to this RFP. Any incumbent under any HTA contract may not use HTA-funded resources to prepare its proposal. This clause is applicable even if the RFP is cancelled and no award is given.

3.04 Tax Liability

Offeror shall provide Federal I.D. Number and Hawai'i General Excise Tax License I.D. number, as requested, on the proposal cover page, thereby attesting that the offeror is doing business in the State and that offeror will pay such taxes on all sales made to the State.

3.05 Property of State, Public Records and Public Disclosure

- All proposals and submitted documents become the property of the State of Hawai'i.
- A register of submitted proposals shall be open to public inspection upon posting of award pursuant to 103D-701, Hawai'i Revised Statutes.
- All documents submitted by the offeror and maintained by the HTA will be subject to public inspection and copying under the Hawai'i Uniform Information Practices Act provided in chapter 92F, Hawai'i Revised Statutes.

3.06 Confidential Information

An offeror may request in writing nondisclosure of designated **trade secrets** or other **proprietary data** considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the nonconfidential portion of the proposal. Price is not considered confidential and will not be withheld. Claims of confidentiality must be specifically targeted to claims of trade secrets and proprietary data only.

"Pursuant to Section 3-122-58, HAR, the head of purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS."

3.07 Requests for Exceptions

Should offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, offeror shall list such exceptions in the offeror's proposal. Offeror shall reference the RFP section where the exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to the statutory requirements of the General Conditions, except as may have already been noted in the Special Provisions of this RFP, shall be considered. Any proposal

offering any other set of terms and conditions that conflict with the General Conditions and this RFP's Special Provisions may be rejected without further consideration.

3.08 Format

The offeror will be responsible for delivering all the work requested in this RFP within the established budget and with the following format limitations.

- Slide shows and PowerPoint Presentations will not be accepted. The proposal should be compact and substantive. Proposals may include a web address that evaluators will have the option of reviewing. However, evaluators will not be required to review your website, so please do not omit essential information in reliance on website content. Video, audio or other similar multimedia materials will not be considered during evaluation of written proposals, although they may be accepted or even requested in Round 2 of the procurement process.
- The format must be U.S. standard 8 1/2 by 11 inches. This is a U.S. buyer and therefore must be oriented to U.S. document sizes. Orientation should be primarily portraited, though landscape is welcome for data or visual presentations as appropriate. No odd-sized pages allowed.
- Page limit. The body of the proposal must not exceed the page limit outlined in section 3.09. Proposals that exceed the page limit may be disqualified, or the extra pages may be excised prior to review.

3.09 Submission Content List

All proposals shall include the following documents in the order listed to be considered for this RFP. Proposals that fail to submit any one of these documents may be considered non-responsive. Description of proposal elements appear below in subsequent sections.

- No more than thirty (30) pages (submitted as one PDF document):
 - Cover Page
 - Table of Contents
 - Cover Letter
 - Organizational Capacity
 - Professional Experience
 - Evaluation of Selected 2022 and 2023 Festivals & Events Work Plan

- Attachments (submitted in required format as specified):
 - Budget Plan Worksheet (Excel format)
 - Client References (PDF format)
 - SPO-021 Standard Qualifications Questionnaire (PDF format)
 - Conflicts of Interest Disclosure & Attestation (PDF format)
 - Certificate of Vendor Compliance or Proof of Application for CVC (PDF format)

3.10 Proposal Contents: Cover Page, Table of Contents, Cover Letter

- a) Cover Page: The cover page should include the following:
 - i. The name and number of the RFP: **RFP 22-04 Evaluation of Selected 2022 and 2023 Festival and Events**
 - ii. Name and address of Company.

- iii. Company Federal and State Tax ID #s.
- iv. Name, email address, phone number of contact person.
- b) Table of Contents: Please present the materials in the order outlined in this section. Please include page numbers for your table of contents.
- c) Cover letter: The cover letter is your opportunity to make a personal statement to the HTA and to the evaluation committee. Please limit this to one to two pages maximum.

3.11 Proposal Contents: Organizational Capacity

1) ORGANIZATION.

- a) Personnel Management
 - i) Organizational chart of proposed staffing, including position titles, names, lines of responsibility/supervision, and time allocation to HTA account.
 - ii) Project Manager (“Key Point of Contact”) to be assigned to the HTA account. List detailed qualifications including experience, time with the organization, and resume/bio demonstrating qualifications related to this RFP.
 - iii) Additional Staffing. The offeror shall identify other key members who will be assigned to the project. List detailed qualifications for each position (including experience, time with the organization, and resume/bio demonstrating qualifications related to this RFP). Describe proposed full organization capacity appropriate for the initial operations, full performance, and surge capability.
- b) Major Subcontractors. The offeror shall provide a list of each intended major subcontractor of \$100,000 or more expected to work on this project.
 - i) Name, location, and contact information.
 - ii) The number of years this subcontractor has been used by your company.
 - iii) The goods or services that will be provided.
 - iv) Qualifications.
 - v) Competitive process that will be used to select the subcontractor, if applicable.
 - vi) Contractors are asked to include a force majeure clause in all of their subcontracts where possible. Please use the same language as it appears in the Special Provisions, attached to this RFP as Exhibit C.

HTA must be informed at least fourteen (14) days prior to executing any new subcontracts. HTA reserves the right to reject any subcontractor. HTA also reserves the right to review all subcontracts entered into pursuant to the contracted scope of work.

3.12 Proposal Contents: Relevant Professional Experience

The offeror shall provide a complete description of its relevant experience described below:

- a) Describe the offeror’s experience and past performance history in providing services for similar work.
- b) Past Work Examples: Provide at least three (3) examples of past work prepared for clients by the offeror. Examples must be reduced to 8 ½ x 11 form. The offeror may, in addition, reference web addresses; however, evaluators are not obligated to view websites.

3.13 Attachment: FORM SPO-021 Standard Qualifications Questionnaire

In addition to providing description of Relevant Professional Experience in the proposal, Offerors will be required to fill out the Standard Qualifications Questionnaire issued by the State of Hawai'i Procurement Policy Board. This questionnaire has four sections:

1. General Information
2. Experience Questionnaire
3. Equipment Questionnaire
4. Financial Statement including Affidavit

Offeror is required to fill out all sections of the questionnaire unless otherwise advised.

The questionnaire has been altered for this RFP in the following ways:

- In the EQUIPMENT QUESTIONNAIRE, the offeror will be allowed to skip questions marked "(SKIP)". For the equipment questionnaire the offeror may skip questions number 1, 2, 4, 5, 6, and 7. These questions were crafted for construction contracts and are inapplicable to this RFP.

3.14 Proposal Contents: Evaluation of Selected 2022 and 2023 Festival and Events

Offeror must present an Evaluation of Selected 2022 and 2023 Festival and Events Plan including methodology and timeframe as described in section 2.02 – Scope of Work.

- 1) Demonstrated Past Performance. Elaborate: List experience with past projects with comparable scope of work and complexity to this RFP. Provide up to five (5) client references for projects; at least three (3) of which the organization has worked with within the last three (3) years.
- 2) Capabilities. Describe the qualifications and expertise of the individuals responsible for implementing the project. Show that the company has adequate staffing and resources to complete the work effectively and on time.
- 3) Responsiveness to the needs and requirements of HTA as outlined in the SCOPE of this RFP, found in 2.02 - Scope of Work.
- 4) Project Timeline. Provide milestones; start and end dates. An evaluation report of the project is due two (2) months after the festival or event is completed.
- 5) Cost Breakdown. Provide a breakdown showing what the budget is paying for. The cost breakdown should be clear enough that, if the HTA should decide to make adjustments to the number of deliverables, the HTA would be able to recalculate the costs based on the information provided.
- 6) Payment Schedule. Propose a tentative payment schedule, including a timeline showing the corresponding deliverables. The payment schedule should match the Work Proposal described in the previous subsection.

Applicants shall provide a concise, detailed description of the approaches, methodology, deliverables, and other efforts that it would take with respect to the project as described

herein. As submissions are to be accepted electronically only, applicants are encouraged to ensure that their proposals are not too lengthy.

Applicants are requested to propose on the full scope of work outlined above and also provide quotes for scope limited to 35, 20 and 15 events.

3.15 Attachment: Organizational Conflicts of Interest Disclosure and Attestation

Offeror will be required to fill out and sign an Organizational Conflicts of Interest Disclosures and Attestation Form. HTA policies require the analysis and mitigation of Organizational Conflicts of Interest (OCI). The individual contractor's reputation for integrity is a critical asset in performing government contract work. The Procurement Officer will use your answers to this questionnaire to identify and further evaluate the impacts of potential conflicts of interest and your proposed mitigation plans.

The form consists of two sections.

- 1) The first section asks yes/no questions designed to reveal any possible conflicts you may have. If you answer "yes" to any of these questions, you will need to provide an attachment with additional information, including persons or entities involved, the nature of the activity, an estimate of the percentage of this contract that could be impacted by that activity, and any mitigation measures you have in place or plan to implement. Answering "yes" to any question will not automatically disqualify you. The explanations provided by you will allow HTA to evaluate the potential impacts of these conflicts and to analyze the respective mitigation plans. The Procurement Officer may consider offeror's candor, or lack thereof, in evaluating offeror's responsiveness and responsibility. Omission or misrepresentation may be grounds for disqualification.
- 2) The second section is a list of affirmative statements that an authorized signer must initial agreement to and acknowledgment of.

3.16 Attachment: Certificate of Vendor Compliance (CVC) - Required

HTA is requiring all offerors to produce evidence that they currently possess, or have filed for, a Hawai'i State Certificate of Vendor Compliance (CVC). Per State law, once awarded, all contractors must have a "compliant" CVC as a precondition to signing a contract. HTA cannot enter into a contract with any contractor until this requirement is met, and failure to maintain compliance could result in the termination of the contract.

The CVC is an all-in-one certificate that shows approvals from the four different required agencies: the Department of Labor (DLIR), the Department of Commerce and Consumer Affairs (DCCA), the Internal Revenue Service (IRS), and the Hawai'i Department of Taxation (DOTAX). All approvals can be acquired through one convenient location at Hawai'i Compliance Express: <https://vendors.ehawaii.gov/hce/splash/welcome.html>.

Your certificate will show the compliance status of each of the four agencies. The status will show as either "Submitted," "Compliant," "Exempt," or "Not Compliant."

- "Submitted" means we are waiting for a judgement from that agency.
- "Compliant" and "Exempt" mean that no further action is needed from you.

- “Not Compliant” usually means that you will need to correct something. Contact information for the different agencies can be found at the “Contact Information” link that appears on the left hand side of the Hawai’i Compliance Express webpage. HTA has no control over your compliance status under other agencies.

We recommend that offerors begin the process immediately to identify any possible challenges and to avoid any delays in processing. There is a \$12 annual fee for this service.

For those who are new to the system, ehawaii.gov has a YouTube channel with information on creating an eHawaii.gov account, vendor registration, and using Hawai’i Compliance Express. You can visit the YouTube channel at <https://www.youtube.com/user/eHawaiiGov1/videos>

The name on the CVC is the name that will be used for contracting and payment purposes. There cannot be any variation in the name or tax ID. Government agencies are exempt from the CVC requirement.

3.17 Submission of Proposals

- a) **Submissions are accepted via email at contracting@gohta.net.** The proposal may be delivered either as an attachment to the email, or as a link to a website containing the submission for download, or both. (If both, please indicate that this is a duplicate submission and not an alternate submission.) The HTA will accept electronic copies of the proposal only. No physical copies will be accepted.
- b) **Deadline date and time are strictly enforced and are nonnegotiable.** This is true for both the first and the second rounds. Any delays due to upload/download times, password protection, downed wi-fi, corrupted files, or for any other reason will not be accepted. Offerors are advised to submit their proposal at least one day before the deadline to avoid the unexpected.
- c) **Multiple or alternate proposals from the same offeror are not allowed.** In the event alternate or multiple proposals are submitted, all of the offeror’s submissions may be rejected at the discretion of the HTA Procurement Officer. Duplicate proposals are allowed to protect against events such as noted in the previous entry, but not alternates.
- d) **An offer may be withdrawn or replaced by the offeror before the due date and time.** If you are replacing your original submission, the new submission **MUST** be dated and clearly marked as a replacement, and the accompanying email should explain the circumstances of the resubmission. A revision that is not clearly marked or explained may be viewed as a multiple or alternate submission and all submissions could be rejected.
- e) **Mistakes shall not be corrected after award of contract.** When the Procurement Officer knows or has reason to believe that a mistake has been made, and the mistake is clearly evident on its face, the Procurement Officer may request that the Offeror confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn. In no event shall this be used as an opportunity to improve a proposal, but only to correct an obvious and consequential mistake.

- f) **HTA reserves the right to waive technical irregularities** (matters of form rather than substance), or insignificant mistakes that can be corrected without prejudice to other offerors and when there is no effect on price, quality, or quantity.

Failure to follow instructions in the RFP and any RFP Addenda could result in rejection of your proposal.

3.18 Receipt of Proposals

Proposals will be received, and receipt verified by two or more procurement officials on or after the submission deadline. Offerors should receive a confirmation email from HTA the day after the submission deadline. Offerors who do not receive confirmation should email contracting@gohta.net so that the procurement office can double check the emails.

SECTION 4 – EVALUATION CRITERIA & CONTRACTOR SELECTION

Section 4 Outline

- 4.01 Threshold Considerations**
- 4.02 Rejection of Proposals**
- 4.03 Proposal Evaluation Criteria and Scoring Guide**
- 4.04 Evaluation Committee**
- 4.05 Evaluation and Award Process**
- 4.06 Certificate of Vendor Compliance - Required**
- 4.07 Award Letter and Post-Selection**
- 4.08 Debriefing**
- 4.09 Protest of Award**

4.01 Threshold Considerations

In addition to meeting the requirements of the RFP, the proposal must pass a threshold judgment of whether it fills the needs of the service being solicited. If the proposal is evaluated to be unfit, it may be put aside as nonresponsive. This judgment may be made by HTA prior to scoring, or it may be made during the scoring process by the evaluators themselves.

4.02 Rejection of Proposals

- 1) Requirements must be met: HTA reserves the right to consider as acceptable, responsible and responsive only those proposals submitted in accordance with the requirements set forth in this RFP.
- 2) Reasons: A proposal may be automatically rejected, without further review, for the following reasons:
 - a) Late proposals. Late proposals are automatically disqualified unless the delay was due to the action or inaction of the procuring agency, and only if the proposal was received before award;
 - b) Responsiveness. Failure to submit in accordance with the RFP requirements, or failure to supply an adequate response to the RFP;
 - c) Responsibleness. Including:
 - i) Lack of a Certificate of Vendor Compliance (CVC) at time of award;
 - ii) Refusal to abide by the State of Hawai'i's General Conditions as amended in this RFP by the HTA;
 - iii) Lack of demonstrated experience or expertise;
 - iv) Inadequate accounting system or internal controls;
 - v) Failure to meet the terms of agreement on any previous HTA contract;
 - d) Failure to cooperate or deal in good faith;
 - e) Failure to maintain standards of responsibility: Falsification of information. Suspension or debarment by State. Felony conviction related to procurement contracting with any unit of government. Failure to maintain necessary licensure or meet its tax or other obligations to a government agency.

4.03 Proposal Evaluation Criteria and Scoring Guide

Written proposals will be reviewed, evaluated and scored by an evaluation committee based on three scoring criteria. Each criterion is designated a scoring range. The evaluators are free to score anywhere within the scoring range. There is no separate weighting. This absence of separate weighting allows for greater freedom for the evaluators to parse out minor differences between the offerors within the respective scoring ranges.

Scoresheets will be filled out as outlined in the following evaluation criteria and scoring guidelines table, and as described in the two-round process that follows:

EVALUATION OF PROPOSAL	Scoring Range Maximum
<p>DEMONSTRATED SUCCESS & EXPERTISE THROUGH PAST PERFORMANCE The evaluation will include an assessment of the company, taking into account factors listed in Section 3 of this RFP and in Form SPO-021 Standard Qualifications Questionnaire. Demonstrated capacity to perform all elements of the Scope of Services described herein in a timely and efficient manner. Related experience with projects of a comparable scope and complexity as described in this RFP, as demonstrated by comparable projects. Qualifications and experience of the individuals in the respondent's team, including the demonstrated past success of the respondent's key personnel will also be reviewed.</p>	25
<p>IMPLEMENTATION OF SERVICES Respondents shall be rated on the quality and reasonableness of their proposals, including but not limited to data collection procedures and quality control to ensure the accuracy and efficiency of data collection, processing and reporting for this project, staffing, and the reasonableness of the proposed time schedule.</p>	50
<p>DETAILED COST BREAKDOWN Reasonable proposed budget demonstrating an ability to achieve the stated objectives of the program. Evaluators will rank the proposals in this category based not only on price, but on price and value as determined by the offerings in the proposal.</p>	25
TOTAL SCORE	100

4.04 Evaluation Committee

Proposals will be evaluated by a committee whose members include at least three (3) HTA representatives. The committee might also include key stakeholders and industry experts.

All evaluation committee members are required to sign an attestation declaring that they have no personal, business, or any other relationships that will influence their decisions in the evaluation, review or selection process. They are also sworn not to disclose any information on the process.

Evaluation committee member identities are kept confidential during the RFP process. Offerors are forbidden from contacting any member of the Evaluation Committee regarding this RFP during the RFP process. Offerors will not be penalized for inadvertent or unrelated communication with committee members. However, offerors may be disqualified if they seek the identities of the committee members, or knowingly seek out or contact committee members for advice or favor.

4.05 Evaluation and Award Process

Submittals shall not be examined for evaluation purposes until the submittal deadline. Deadlines will be enforced even-handedly. The RFP evaluation process will consist of at least two rounds.

Round 1: Proposals will first be evaluated by the Procurement Officer to have met the threshold considerations regarding offeror. Members of the evaluation committee will then score the proposals using the scoring criteria described in this Section of the RFP. Offerors will be ranked based on scores. Discussions may be conducted with "priority-listed offerors" pursuant to section 3-122-53 Hawaii Administrative Rules, in Round 2. Alternatively, proposals may be accepted without discussions.

Round 2: In the second round, the evaluation committee may conduct discussions with priority-listed offerors and request "Additional Information," which may consist of any combination of question and answer sessions, oral presentations, requests for clarification, best and final offers (BAFO), or anything else that the evaluation committee may find useful in coming to a decision. Tentative dates for oral presentations/interviews are listed in the Procurement Timeline found in Section 1. The evaluation committee reserves the right, but is not required, to perform reference checks.

If there is a second round, evaluators will turn in fresh score sheets. The new scores will reflect the offerors' overall performances in the first and second round.

The contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP. The evaluation committee, based on the aforementioned process as well as on the outcome of any post-award negotiations, will make a recommendation to the Head of Purchasing Agency (HOPA) for approval.

The evaluation committee reserves the right to dispense with a second round and to base its recommendation solely on the first-round proposals.

4.06 Certificate of Vendor Compliance - Required

During the RFP stage, proof of CVC compliance was not required. The RFP only required the offeror to show that they had created a vendor account and submitted all the necessary materials to Hawai'i Compliance Express (HCE) for the Certificate of Vendor Compliance (CVC).

However, the offeror must be CVC compliant at the time of award and before a contract can be signed. Compliance may be checked by the State periodically during the contract period, and must be present for final payment and before any additions in money or time can be made to the contract. A contract may be terminated if the contractor is not able to maintain that compliance.

(The contractor will be informed if any requirements are to be waived due to gubernatorial emergency proclamations made in response to the COVID-19 pandemic and crises. Unless otherwise informed, all requirements are binding.)

4.07 Contract Negotiation

The prospective awardee will enter into negotiations with the HTA regarding price and terms. The awardee will be required at this time to submit a Certificate of Current Cost Price Data, after which the HTA will make a Cost Reasonableness Determination.

No award is final until a contract is signed. If HTA and awardee fail to come to agreement, HTA may enter into agreement with the next highest scoring offeror.

4.08 Debriefing

Non-awardees will receive a debriefing letter that documents the selection process that took place for this RFP, including an overview of the steps in the selection process and relative scores in the respective evaluation categories. The letter will also provide protest policies and procedures as outlined below.

4.09 Protest of Award

- 1) Informal Resolution of Protest. Prior to receipt of offers, protestor should initially seek an informal resolution with the procurement officer named in the solicitation.
- 2) Request for Debriefing. Offerors may request a debriefing. Request for debriefing shall be filed in writing within three (3) working days of posting of award. The debriefing will be scheduled for within seven (7) working days of receipt of request.
- 3) Deadline for Submission of Protest. Protests shall be in writing and submitted to the procurement officer designated in the solicitation as follows:
 - a) Protests of solicitation content shall be submitted as soon as the offeror knows of the circumstances giving rise to the protest and prior to the date set for receipt of offers for competitive sealed bidding or competitive sealed proposals.
 - b) Protests of awards shall be submitted
 - i) not later than five (5) working days of posting of award or
 - ii) when a debriefing is held, within five (5) working days of completion of debriefing.
- 4) Submission. Protest may be emailed to contracting@gohta.net. Please include the word "Protest" in the subject line.
- 5) Contents of Protest. At a minimum the protest shall contain:
 - a) name and address of the protestor;
 - b) appropriate identification of the procurement;
 - c) a statement of the reasons for the protest; and
 - d) supporting documents, evidence, or exhibits to substantiate claims.

- i) If supporting documents, evidence or exhibits are not available within the required filing time, the expected availability shall be included.
- 6) Grounds for Protest. The protest of award must be based on a violation of state law, or a violation of the rules and procedures set forth in this RFP and any subsequent Addendums to the RFP.**

SECTION 5 – POST AWARD LIFECYCLE

Section 5 Outline:

- 5.01 Contract Execution
- 5.02 Contractor Name
- 5.03 Government Contracts
- 5.04 Unauthorized Work
- 5.05 Payment
- 5.06 Contract End Date and Time of Performance

5.01 Contract Execution

- 1) Contractor shall submit, to the procurement officer, certified and updated cost and/or pricing data prior to contract negotiation. Data must be current as of the date negotiations are completed and contract is agreed to.
- 2) HTA staff and leadership will engage in contract negotiations, including confirmation of cost and price data, establishing of work schedules, meet and greet of key contacts. All elements of the proposal presented in response to the RFP, including the budget, are subject to negotiation and change before the final contract is drafted. The final version of the proposal will be attached to, either physically or by reference, and made a part of the contract.
- 3) HTA must receive the contractor's current Certificate of Vendor Compliance, as well as any other documents or information that may be required by HTA and as may have been outlined in the Award Letter.
- 4) A PDF of the contract is emailed to the Contractor along with instructions. If the contractor agrees with the terms, the contractor prints, signs, fills out, and notarizes the contract as instructed. Contractor then emails a PDF of the signed contract to HTA before mailing the *original wet signature version* to HTA's Contract Specialist.
- 5) HTA signs the contract. The contract is sent to the Hawai'i attorney general's office for approval.
- 6) Deputy attorney general approves the contract for form and signs. The contract is returned to HTA.
- 7) HTA makes copies of the contract and distributes as follows: HTA program manager, Contractor, Hawaii Department of Accounting and General Services (DAGS).
- 8) DAGS approves the contract. Once it is approved by DAGS, the contractor can start submitting invoices and deliverables as outlined in the contract's Payment Schedule.

5.02 Contractor Name

The contract will be between the State and the Contractor. The State requires exact concurrence in all official documentation regarding the identity of the contractor. This means that the name on the W9 or W8 (as applicable), the articles of incorporation, the certificate of vendor compliance, and on any invoices for payment, must be identical, including DBAs and tax ID numbers.

5.03 Government Contracts

The Hawai'i State General Conditions, as amended for this contract by the HTA, will be incorporated into the contract. The HTA reserves the right to reject, without further notice, submittals that do not include an agreement to accept these amended conditions in their entirety. The amendments to the General Conditions are identified in Exhibit C to this RFP entitled "Special Provisions."

This is a contract with a government agency. As such, customary rules of commercial contracting generally do not apply. Contractors are encouraged to seek advice from experts familiar with government contracts.

5.04 Unauthorized Work

Unless otherwise agreed, a contractor may not perform any work prior to the execution of a written contract by the HTA and a contractor. Contractor may engage in preparation and planning, but all unauthorized work performed by the contractor prior to the execution of a written contract shall be at the contractor's sole cost and expense.

5.05 Payment

The state has allocated a maximum amount of funds for this contract. It is expected that the contractor will be able to achieve all the goals set out in the proposal without the need for any additional monies and will be responsible for delivering and completing all work agreed to within the proposed budget.

The contractor will be put on a payment schedule. For each payment the contractor will be required to submit a list of associated deliverables along with an invoice. There is often a delay between services and payment, so the contractor agrees to utilize its own financial resources to fund at least two months of the services described in its Evaluation of Festival and Events Quarter2 (G2) 2022 through Quarter2 (Q2) 2023. The Attachment "Conflicts of Interest Disclosures and Attestations" includes a statement that offeror will need to sign confirming that they have the availability of funds and agreeing to the use of these financial resources.

Official invoice date is the date that the invoice and all deliverables are received and accepted by the HTA. Invoice must include the name of the contractor exactly as it appears on the contract. Invoice must also include the HTA contract number as well as a contractor-generated invoice number. All required deliverables must be received along with, or prior to, receipt of invoice.

Invoices submitted prior to receipt of the necessary deliverables will not be accepted and will have to be resubmitted. Fiscal year ends June 30 and entails the temporary shutdown of fiscal processes. Invoices received at the change of fiscal, between June 1 and July 31, may be subject to delays in processing. See your program manager for details.

Contractor must have a compliant Certificate of Compliance (CVC) to receive final payment.

5.06 Contract End Date and Time of Performance

The contract period is for eighteen (18) months, May 4, 2022 to November 30, 2023. This contract will have three (3) eighteen (18) month options to extend. This contract is subject to the availability of funds.

The previous paragraph notwithstanding, the contract cannot exceed five (5) years total, per statute.

SECTION 6 – ATTACHMENTS & EXHIBITS

Section 6 Contents

Exhibit A: Federal Regulations

Exhibit B: HTA Travel Protocol

Exhibit C: Special Provisions

Exhibit D: General Conditions

Exhibit E: Form SPO-013 Certificate of Current Cost-Pricing Data

Attachment 1: Form SPO-021 Standard Qualifications Questionnaire

Attachment 2: Organizational Conflicts of Interest Disclosure & Attestation

EXHIBIT A – Federal Regulations

At minimum, the first year of this contract will be funded with federal money. Contractors and subcontractors must be familiar with, and be ready to comply with federal contracting requirements, including but not limited to those outlined in the Federal Acquisition Regulations.

By law, the State must report any violations, by contractors or subcontractors, of the 14 federal laws listed below:

- Fair Labor Standards Act
- Occupational Safety and Health Act
- Family and Medical Leave Act
- National Labor Relations Act
- Davis-Bacon Act
- Title VII of the Civil Rights Act
- Americans with Disabilities Act
- Age Discrimination in Employment Act
- Executive Order 11246
- Vietnam Era Veterans' Readjustment Assistance Act
- Section 503 of the Rehabilitation Act (of 1973)
- Executive Order 13658 - federal minimum wage
- Service Contract Act
- Migrant and Seasonal Agricultural Worker Protection Act

In addition, as part of "paycheck transparency," contractors and subcontractors are required to:

- Provide detailed information from their worker's pay stubs including overtime, hours worked, and deductions.
- Provide written notice of all independent contractors and their classification as such.
- Provide written notice of employees that are exempt from receiving overtime pay.

Additionally, contractors and subcontractors with contracts over \$1 million are prohibited from entering into arbitration agreements under Title VII for sexual assault or harassment. (Note: This rule does not apply if the workers are already under a collective bargaining agreement, or if an arbitration agreement is already in place, though entering into arbitration agreements in anticipation of government contracting could be considered suspect.)

The winning contractor is solely responsible for knowing, and abiding by, all federal laws.

EXHIBIT B – Travel Protocol

As a State agency, HTA is required to follow an ethics code that informs our travel policy. HTA reserves the right to review contractor's travel policy. If elements of the contractor's policy fall outside of the following protocol, HTA will require contractor to take measures to ensure that all travel related to HTA work does not violate State ethics laws.

Business Travel

HTA meetings – Contractors to make own arrangements with island hotels. Never ask for upgrades. Use lowest public rates for air to get to Hawai'i. Never ask for or accept air upgrades.

Personal Travel

Do not get involved with anyone, even customers, asking for favors. OK to make appropriate introductions for key customers. Do not ask for or accept personal favors of any kind for your own travel.

EXHIBIT C – Special Provisions

As part of the proposal, applicants are required to accept the State’s General Conditions as amended in the RFP by the HTA. (See Attachment “Conflicts of Interest Disclosure and Attestation”.) The HTA amendments to the General Conditions, for this RFP, are as follows:

1. Hawai’i Compliance Express. Paragraph No. 2i of the attached General Conditions is further clarified as follows: The current “designated certification process” is Hawai’i Compliance Express. In lieu of presenting the separate certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, as outlined in Paragraphs 2e, 2g, and 2h, the contractor shall obtain and provide the HTA with a current Certificate of Vendor Compliance from the Hawai’i Compliance Express that is current within six months of the start of the contract prior to commencing any performance under this Contract. The contractor shall also be solely responsible for meeting all requirements necessary to obtain the Certificate of Vendor Compliance as required for final payment under section 103-53, Hawai’i Revised Statutes (HRS), as amended, and Paragraph 17 of these General Conditions.

2. Conflicts of Interest. Paragraph No. 5 of the attached General Conditions is further clarified as follows: Contractor acknowledges and agrees that it has represented to HTA, and HTA has justifiably relied upon such representation, that contractor is duly authorized, by law and in equity, to conduct the project described in the proposal under the trade name or other name commonly understood for the project. Contractor shall avoid all conflict of interests that will not prevent and deter fraud, waste, and abuse, or will not provide increased economy to maximize, to the fullest extent practicable, the purchasing value of public funds. Any credible and reliable proof of such conflict of interest shall be cause to terminate this Contract and withhold any payment to contractor.

3. Change Orders: Paragraph No. 20 of the attached General Conditions is further clarified as follows: By written order, at any time and without notice to any surety, the procurement officer may, unilaterally, order of the contractor:

- (A) Changes in the work within the scope of the contract; and
- (B) Changes in the time of performance of the contract that do not alter the scope of the contract work.

4. Limited License to Use Intellectual Property. The state hereby grants to the contractor, a non-exclusive limited license during the time of performance for this Contract only, to use any designated intellectual property, including any domain name, trade name, service mark, tag line, or logo (hereinafter referred to cumulatively as “Licensed Property”), which is owned, copyrighted, registered, patented, or reserved by the HTA, for the purpose of promoting and marketing Hawai’i as a visitor destination and in a manner consistent with the “Hawai’i Tourism Authority Strategic Plan 2020-2025,” incorporated herein by reference, and with any other brand marketing and management plans. The contractor covenants and agrees that its use of the Licensed Property shall be of high standards and of high quality, style, and appearance and that contractor shall, at all times, maintain, increase, or enhance the goodwill associated with the Licensed Property. The

contractor shall not authorize, assign or grant any interest in the Licensed Property without the state's prior written consent.

5. Conflict Resolution. Notwithstanding any provisions or representations to the contrary, any conflict among the various provisions of this Contract shall be resolved by allowing the various provisions in the following documents, in order of priority, to control:

- (1) Hawai'i State law; then
- (2) HTA regulations, policies or procedures; then
- (3) The Executed Agreement, including the contractor's final proposal, with any modifications, amendments or other properly documented changes; then
- (4) The RFP as amended; then
- (5) The course of conduct, then
- (6) The course of dealing, then
- (7) General principles of government contracting; then
- (8) Tourism industry practices.

6. Execution in Counterparts. This Contract may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

7. Travel Protocol. As a State agency, HTA is required to follow an ethics code that informs our travel policy. See HTA's travel policy, attached as the Exhibit entitled "HTA Travel Protocol." HTA reserves the right to review contractor's travel policy and if elements fall outside of the attached policy, contractor must work with HTA to ensure that all travel related to HTA work does not violate State ethics laws.

8. Force Majeure. As parties to this contract, neither HTA nor contractor shall be responsible or liable, or deemed in breach hereof, for a delay in the performance of their respective obligations and responsibilities under this contract due solely to a Force Majeure Event beyond its reasonable control; provided that the party experiencing the Force Majeure Event shall exercise due diligence in endeavoring to overcome any Force Majeure Event that impedes its performance, and to mitigate costs where possible. Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance or observance of the affected obligation(s) only for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone or by the timeliest means otherwise available (to be confirmed in writing within two (2) calendar days after the inception of such delay) and describe in reasonable detail the circumstances causing such delay. *(As used in this contract, "Force Majeure Event" means any occurrence beyond the reasonable control of a party, including, without limitation, acts of God; act of terrorism; war; embargo; national emergency; insurrection or riot; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; or unusually severe weather or other natural disasters.)*

EXHIBIT D – AG GENERAL CONDITIONS

EXHIBIT E – Form SPO-013 Certificate of Current Cost-Pricing Data